

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION**

IN RE:		CHAPTER 11
	§	
HARBORWALK, LP;	§	Case No. 10-80043
HARBORWALK MARINA OPERATING	§	Case No. 10-80044
COMPANY, LTD.;	§	
HARBORWALK SALES CORPORATION	§	Case No. 10-80045
	§	
DEBTORS.	§	JOINT ADMINISTRATION
	§	REQUESTED

**DISCLOSURE OF COMPENSATION OF
BRACEWELL & GIULIANI LLP AS COUNSEL TO THE DEBTORS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Bracewell & Giuliani LLP ("Bracewell"), pursuant to 11 U.S.C. § 329 and Federal Rule of Bankruptcy Procedure 2016(b), as proposed counsel to Harborwalk, LP, Harborwalk Sales Corporation and Harborwalk Marina Operating Company, Ltd. (collectively, the "Debtors"), makes this disclosure setting forth the compensation paid or agreed to be paid to it for services rendered or to be rendered in contemplation of and in connection with these cases, and the source of such compensation, and respectfully represents as follows:

1. Bracewell has been paid a retainer of \$150,000.00 (the "Retainer") prior to the filing of the Debtors' voluntary petition on January 25, 2010 (the "Petition Date"). Prior to the Petition Date, Bracewell performed services in preparation for the Debtors' bankruptcy filing. The fees and expenses incurred by Bracewell prior to the Petition Date and debited against the Retainer were \$111,684.25. Accordingly, as of the Petition Date, Bracewell has a remaining credit balance in favor of the Debtors in the amount of \$38,315.75 for additional professional services performed and to be performed and expenses incurred and to be incurred in connection with these chapter 11 cases commencing on January 25, 2010.

2. The Debtors have agreed to compensate Bracewell at the normal rates charged by its attorneys and paralegals of the firm for time rendered and incurred in the representation of the Debtors, and to reimburse Bracewell for its actual, reasonable and necessary out-of-pocket expenses. All fees and expenses of Bracewell shall be subject to this Court's approval.

3. Bracewell has not shared or agreed to share any portion of its compensation for these cases with any other person.

4. Bracewell has not received any other payment in connection with these cases, nor does it have any other agreement for payment of its fees or expenses in these cases.

5. I declare under penalty of perjury that, to the best of my knowledge, and after reasonable inquiry, the foregoing is true and correct.

Dated: January 25, 2010

Respectfully submitted,

BRACEWELL & GIULIANI LLP

By: /s/ Marcy E. Kurtz
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**PROPOSED ATTORNEYS
FOR THE DEBTORS**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the parties listed in the attached Service List via electronic means as listed on the court's ECF noticing system or by regular U. S. First Class Mail on this 25th day of January, 2010.

By: /s/ Marcy E. Kurtz
Marcy E. Kurtz